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Attorneys for Plaintiff,
NAKED WHEY, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NAKED WHEY, INC., a Florida
corporation

Plaintiff(s),

v.

NAKED WARRIOR RECOVERY
LLC, a Delaware limited liability
company, and DOES 1 through
10, inclusive,

Defendant(s).

Case No. 2:24-cv-00828-MRA-SSC

**[Discovery Document:
Referred to Magistrate Judge
Stephanie S. Christensen]**

**STIPULATED PROTECTIVE
ORDER¹**

The parties, through their undersigned counsel of record, and
subject to the Court's approval, hereby stipulate to the entry of a
Protective Order in this action as follows.

¹ This Stipulated Protective Order is substantially based on the model
protective order provided under Magistrate Judge Stephanie S.
Christensen's Procedures as of 24 July 2023.

1 **1. INTRODUCTION**

2 1.1 Purposes and Limitations. Discovery in this action is likely to
3 involve production of confidential, proprietary, or private information for
4 which special protection from public disclosure and from use for any
5 purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the court to
7 enter the following Stipulated Protective Order. The parties
8 acknowledge that this Order does not confer blanket protections on all
9 disclosures or responses to discovery and that the protection it affords
10 from public disclosure and use extends only to the limited information or
11 items that are entitled to confidential treatment under the applicable
12 legal principles.

13 1.2 Good Cause Statement.

14 This action is likely to involve trade secrets, customer and pricing
15 lists and other valuable research, development, commercial, financial,
16 technical and/or proprietary information for which special protection
17 from public disclosure and from use for any purpose other than
18 prosecution of this action is warranted. Such confidential and
19 proprietary materials and information consist of, among other things,
20 confidential business or financial information, information regarding
21 confidential business practices, or other confidential research,
22 development, or commercial information (including information
23 implicating privacy rights of third parties), information otherwise
24 generally unavailable to the public, or which may be privileged or
25 otherwise protected from disclosure under state or federal statutes, court
26 rules, case decisions, or common law. Accordingly, to expedite the flow of
27 information, to facilitate the prompt resolution of disputes over
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1 confidentiality of discovery materials, to adequately protect information
2 the parties are entitled to keep confidential, to ensure that the parties
3 are permitted reasonable necessary uses of such material in preparation
4 for and in the conduct of trial, to address their handling at the end of the
5 litigation, and serve the ends of justice, a protective order for such
6 information is justified in this matter. It is the intent of the parties that
7 information will not be designated as confidential for tactical reasons
8 and that nothing be so designated without a good faith belief that it has
9 been maintained in a confidential, non-public manner, and there is good
10 cause why it should not be part of the public record of this case.

11 1.3 Acknowledgment of Procedure for Filing Under Seal. The
12 parties further acknowledge, as set forth in Section 12.3, below, that this
13 Stipulated Protective Order does not entitle them to file confidential
14 information under seal; Local Rule 79-5 sets forth the procedures that
15 must be followed and the standards that will be applied when a party
16 seeks permission from the court to file material under seal.

17
18 There is a strong presumption that the public has a right of access
19 to judicial proceedings and records in civil cases. In connection with
20 non-dispositive motions, good cause must be shown to support a filing
21 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d
22 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*
23 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
24 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
25 protective orders require good cause showing), and a specific showing of
26 good cause or compelling reasons with proper evidentiary support and
27 legal justification, must be made with respect to Protected Material that
28 a party seeks to file under seal. The parties' mere designation of

1 Disclosure or Discovery Material as CONFIDENTIAL does not—
2 without the submission of competent evidence by declaration,
3 establishing that the material sought to be filed under seal qualifies as
4 confidential, privileged, or otherwise protectable—constitute good cause.

5 Further, if a party requests sealing related to a dispositive motion
6 or trial, then compelling reasons, not only good cause, for the sealing
7 must be shown, and the relief sought shall be narrowly tailored to serve
8 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass’n*,
9 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
10 information, document, or thing sought to be filed or introduced under
11 seal in connection with a dispositive motion or trial, the party seeking
12 protection must articulate compelling reasons, supported by specific
13 facts and legal justification, for the requested sealing order. Again,
14 competent evidence supporting the application to file documents under
15 seal must be provided by declaration.

16
17 Any document that is not confidential, privileged, or otherwise
18 protectable in its entirety will not be filed under seal if the confidential
19 portions can be redacted. If documents can be redacted, then a redacted
20 version for public viewing, omitting only the confidential, privileged, or
21 otherwise protectable portions of the document, shall be filed. Any
22 application that seeks to file documents under seal in their entirety
23 should include an explanation of why redaction is not feasible.

24 25 **2. DEFINITIONS**

26 2.1 Action: this pending federal lawsuit.

27 2.2 Challenging Party: a Party or Non-Party that challenges the
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1 designation of information or items under this Order.

2 2.3 “CONFIDENTIAL” Information or Items: information
3 (regardless of how it is generated, stored or maintained) or tangible
4 things that qualify for protection under Rule 26(c) of the Federal Rules of
5 Civil Procedure, and as specified above in the Good Cause Statement.

6 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
7 Information or Items: Information (regardless of how it is generated,
8 stored or maintained) or tangible things that qualify for protection under
9 Federal Rule of Civil Procedure 26(c), and as specified above in the Good
10 Cause Statement. “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
11 ONLY” Information or Items is extremely sensitive “CONFIDENTIAL”
12 Information or Items, the disclosure of which to another Party or Non-
13 Party would create a substantial risk of serious harm that could not be
14 avoided by less restrictive means.

15 2.5 Counsel: Outside Counsel of Record and House Counsel (as
16 well as their support staff).

17 2.6 Designating Party: a Party or Non-Party that designates
18 information or items that it produces in disclosures or in responses to
19 discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY.”

21 2.7 Disclosure or Discovery Material: all items or information,
22 regardless of the medium or manner in which it is generated, stored, or
23 maintained (including, among other things, testimony, transcripts, and
24 tangible things), that are produced or generated in disclosures or
25 responses to discovery in this matter.

26 2.8 Expert: a person with specialized knowledge or experience in
27 a matter pertinent to the litigation who has been retained by a Party or
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1 its counsel to serve as an expert witness or as a consultant in this Action.

2 2.9 Final Disposition: the later of (1) dismissal of all claims and
3 defenses in this Action, with or without prejudice; and (2) final judgment
4 herein after the completion and exhaustion of all appeals, rehearings,
5 remands, trials, or reviews of this Action, including the time limits for
6 filing any motions or applications for extension of time pursuant to
7 applicable law.

8 2.10 In-House Counsel: attorneys who are employees of a party to
9 this Action. In-House Counsel does not include Outside Counsel of
10 Record or any other outside counsel.

11 2.11 Non-Party: any natural person, partnership, corporation,
12 association, or other legal entity not named as a Party to this action.

13 2.12 Outside Counsel of Record: attorneys who are not employees
14 of a party to this Action but are retained to represent or advise a party to
15 this Action and have appeared in this Action on behalf of that party or
16 are affiliated with a law firm which has appeared on behalf of that party,
17 and includes support staff.

18 2.13 Party: any party to this Action, including all of its officers,
19 directors, employees, consultants, retained experts, and Outside Counsel
20 of Record (and their support staffs).

21 2.14 Producing Party: a Party or Non-Party that produces
22 Disclosure or Discovery Material in this Action.

23 2.15 Professional Vendors: persons or entities that provide
24 litigation- support services (e.g., photocopying, videotaping, translating,
25 preparing exhibits or demonstrations, and organizing, storing, or
26 retrieving data in any form or medium) and their employees and
27 subcontractors.
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1 2.16 Protected Material: any Disclosure or Discovery Material that
2 is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.”

4 2.17 Receiving Party: a Party that receives Disclosure or Discovery
5 Material from a Producing Party.

6 **3. SCOPE**

7 The protections conferred by this Stipulation and Order cover not
8 only Protected Material (as defined above), but also (1) any information
9 copied or extracted from Protected Material; (2) all copies, excerpts,
10 summaries, or compilations of Protected Material; and (3) any
11 testimony, conversations, or presentations by Parties or their Counsel
12 that might reveal Protected Material.

13 Any use of Protected Material at trial shall be governed by the
14 orders of the trial judge. This Stipulated Protective Order does not
15 govern the use of Protected Material at trial.
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18 **4. TRIAL AND DURATION**

19 The terms of this Stipulated Protective Order apply through Final
20 Disposition of the Action.

21 Once a case proceeds to trial, information that was designated as
22 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY or maintained pursuant to this Stipulated Protective Order and
24 used or introduced as an exhibit at trial becomes public and will be
25 presumptively available to all members of the public, including the
26 press, unless compelling reasons supported by specific factual findings
27 to proceed otherwise are made to the trial judge in advance of the trial.
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1 *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good cause”
2 showing for sealing documents produced in discovery from “compelling
3 reasons” standard when merits-related documents are part of court
4 record). Accordingly, for such materials, the terms of this Stipulated
5 Protective Order do not extend beyond the commencement of the trial.

6 Even after Final Disposition of this litigation, the confidentiality
7 obligations imposed by this Stipulated Protective Order shall remain in
8 effect until a Designating Party agrees otherwise in writing or a court
9 order otherwise directs.

10 11 **5. DESIGNATING PROTECTED MATERIAL**

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13 5.1 Exercise of Restraint and Care in Designating Material for
14 Protection. Each Party or Non-Party that designates information or
15 items for protection under this Order must take care to limit any such
16 designation to specific material that qualifies under the appropriate
17 standards. The Designating Party must designate for protection only
18 those parts of material, documents, items, or oral or written
19 communications that qualify so that other portions of the material,
20 documents, items, or communications for which protection is not
21 warranted are not swept unjustifiably within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited.
23 Designations that are shown to be clearly unjustified or that have been
24 made for an improper purpose (e.g., to unnecessarily encumber the case
25 development process or to impose unnecessary expenses and burdens on
26 other parties) may expose the Designating Party to sanctions.

27 If it comes to a Designating Party’s attention that information or
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1 items that it designated for protection do not qualify for protection, that
2 Designating Party must promptly notify all other Parties that it is
3 withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise
5 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph
6 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
7 or Discovery Material that qualifies for protection under this Stipulated
8 Protective Order must be clearly so designated before the material is
9 disclosed or produced.

10 Designation in conformity with this Stipulated Protective Order
11 requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or
14 trial proceedings), that the Producing Party affix at a minimum, the
15 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY” to each page that contains protected
17 material. If only a portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly identify
19 the protected portion(s) (e.g., by making appropriate markings in the
20 margins).

21 A Party or Non-Party that makes original documents available for
22 inspection need not designate them for protection until after the
23 inspecting Party has indicated which documents it would like copied
24 and produced. During the inspection and before the designation, all of
25 the material made available for inspection shall be deemed
26 CONFIDENTIAL. After the inspecting Party has identified the
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1 documents it wants copied and produced, the Producing Party must
2 determine which documents, or portions thereof, qualify for protection
3 under this Stipulated Protective Order. Then, before producing the
4 specified documents, the Producing Party must affix the
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY” legend to each page that contains Protected Material. If
7 only a portion or portions of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions that the Designating Party
11 identify the Disclosure or Discovery Material on the record, before the
12 close of the deposition all protected testimony.

13 (c) for information produced in some form other than
14 documentary and for any other tangible items, that the Producing Party
15 affix in a prominent place on the exterior of the container or containers
16 in which the information is stored the “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend. If only a
18 portion or portions of the information warrants protection, the Producing
19 Party, to the extent practicable, shall identify the protected portion(s).

20
21 5.3 Inadvertent Failures to Designate. If timely corrected, an
22 inadvertent failure to designate qualified information or items does not,
23 standing alone, waive the Designating Party’s right to secure protection
24 under this Order for such material. Upon timely correction of a
25 designation, the Receiving Party must make reasonable efforts to assure
26 that the material is treated in accordance with the provisions of this
27 Stipulated Protective Order.
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2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Timing of Challenges. Any Party or Non-Party may
4 challenge a designation of confidentiality at any time that is consistent
5 with the court's Scheduling Order.

6 6.2 Meet and Confer. The Challenging Party shall initiate the
7 dispute resolution process under Local Rule 37.1 et seq. and with
8 Section 2 of Judge Christensen's Civil Procedures titled "Brief Pre-
9 Discovery Motion Conference."²

10 6.3 The burden of persuasion in any such challenge proceeding
11 shall be on the Designating Party. Frivolous challenges, and those
12 made for an improper purpose (e.g., to harass or impose unnecessary
13 expenses and burdens on other parties) may expose the Challenging
14 Party to sanctions. Unless the Designating Party has waived or
15 withdrawn the confidentiality designation, all parties shall continue to
16 afford the material in question the level of protection to which it is
17 entitled under the Producing Party's designation until the court rules on
18 the challenge.
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21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 7.1 Basic Principles. A Receiving Party may use Protected
23 Material that is disclosed or produced by another Party or by a Non-
24 Party in connection with this Action only for prosecuting, defending, or
25 attempting to settle this Action. Such Protected Material may be
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28 ² Judge Christensen's Procedures are available at
<https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 disclosed only to the categories of persons and under the conditions
2 described in this Order. When the Action reaches a Final Disposition, a
3 Receiving Party must comply with the provisions of section 13 below.

4 Protected Material must be stored and maintained by a Receiving
5 Party at a location and in a secure manner that ensures that access is
6 limited to the persons authorized under this Stipulated Protective
7 Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

9 Unless otherwise ordered by the court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or
11 item designated “CONFIDENTIAL” only:

12 (a) to the Receiving Party’s Outside Counsel of Record in this
13 Action, as well as employees of said Outside Counsel of Record to whom
14 it is reasonably necessary to disclose the information for this Action;

15 (b) to the officers, directors, and employees (including House
16 Counsel) of the Receiving Party to whom disclosure is reasonably
17 necessary for this Action;

18 (c) to Experts (as defined in this Order) of the Receiving Party to
19 whom disclosure is reasonably necessary for this Action and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) to the court and its personnel;

22 (e) to court reporters and their staff;

23 (f) to professional jury or trial consultants, mock jurors, and
24 Professional Vendors to whom disclosure is reasonably necessary for
25 this Action and who have signed the “Acknowledgment and Agreement
26 to Be Bound” (Exhibit A);

27 (g) to the author or recipient of a document containing the
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1 information or a custodian or other person who otherwise possessed or
2 knew the information;

3 (h) during their depositions, to witnesses, and attorneys for
4 witnesses, in the Action to whom disclosure is reasonably necessary,
5 provided: (1) the deposing party requests that the witness sign the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the
7 witness will not be permitted to keep any confidential information
8 unless they sign the “Acknowledgment and Agreement to Be Bound”
9 (Exhibit A), unless otherwise agreed by the Designating Party or
10 ordered by the court. Pages of transcribed deposition testimony or
11 exhibits to depositions that reveal Protected Material may be separately
12 bound by the court reporter and may not be disclosed to anyone except
13 as permitted under this Stipulated Protective Order; and

14 (i) to any mediator or settlement officer, and their supporting
15 personnel, mutually agreed upon by any of the parties engaged in
16 settlement discussions.

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18 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY” Information or Items. Unless otherwise ordered by the
20 Court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
23 to all of the same individuals to whom “CONFIDENTIAL”
24 materials may be disclosed, except for the officers, directors, and
25 employees (including House Counsel) of the Receiving Party.
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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in
4 other litigation that compels disclosure of any information or items
5 designated in this Action as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such
8 notification shall include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the
10 subpoena or order to issue in the other litigation that some or all of the
11 material covered by the subpoena or order is subject to this Protective
12 Order. Such notification shall include a copy of this Stipulated
13 Protective Order; and
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15 (c) cooperate with respect to all reasonable procedures sought to
16 be pursued by the Designating Party whose Protected Material may be
17 affected.

18 If the Designating Party timely seeks a protective order, the
19 Party served with the subpoena or court order shall not produce any
20 information designated in this action as “CONFIDENTIAL” or
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
22 determination by the court from which the subpoena or order issued,
23 unless the Party has obtained the Designating Party’s permission. The
24 Designating Party shall bear the burden and expense of seeking
25 protection in that court of its confidential material and nothing in these
26 provisions should be construed as authorizing or encouraging a
27 Receiving Party in this Action to disobey a lawful directive from another
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1 court.

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3 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS LITIGATION**

5 9.1 Application. The terms of this Stipulated Protective Order
6 are applicable to information produced by a Non-Party in this Action and
7 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
8 ATTORNEYS' EYES ONLY." Such information produced by Non-Parties
9 in connection with this litigation is protected by the remedies and relief
10 provided by this Order. Nothing in these provisions should be construed
11 as prohibiting a Non-Party from seeking additional protections.

12 9.2 Notification. In the event that a Party is required, by a valid
13 discovery request, to produce a Non-Party's confidential information in
14 its possession, and the Party is subject to an agreement with the Non-
15 Party not to produce the Non-Party's confidential information, then the
16 Party shall:

17 (a) promptly notify in writing the Requesting Party and the
18 Non-Party that some or all of the information requested is subject to a
19 confidentiality agreement with a Non-Party;
20

21 (b) make the information requested available for inspection by
22 the Non-Party, if requested.

23 9.3 Conditions of Production. If the Non-Party fails to seek a
24 protective order from this court within 14 days of receiving the notice
25 and accompanying information, the Receiving Party may produce the
26 Non-Party's confidential information responsive to the discovery request.
27 If the Non-Party timely seeks a protective order, the Receiving Party
28 shall not produce any information in its possession or control that is

1 subject to the confidentiality agreement with the Non-Party before a
2 determination by the court. Absent a court order to the contrary, the
3 Non-Party shall bear the burden and expense of seeking protection in
4 this court of its Protected Material.

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6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
7 **MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it
9 has disclosed Protected Material to any person or in any circumstance
10 not authorized under this Stipulated Protective Order, the Receiving
11 Party must immediately (a) notify in writing the Designating Party of
12 the unauthorized disclosures, (b) use its best efforts to retrieve all
13 unauthorized copies of the Protected Material, (c) inform the person or
14 persons to whom unauthorized disclosures were made of all the terms of
15 this Order, and (d) request such person or persons to execute the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A).
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19 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
20 **OTHERWISE PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that
22 certain inadvertently produced material is subject to a claim of privilege
23 or other protection, the obligations of the Receiving Parties are those set
24 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This
25 provision is not intended to modify whatever procedure may be
26 established in an e-discovery order that provides for production without
27 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal
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Rules of Evidence, insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

1 **13. FINAL DISPOSITION**

2 After the Final Disposition of this Action, as defined in paragraph
3 4, within 60 days of a written request by the Designating Party, each
4 Receiving Party must return all Protected Material to the Producing
5 Party or destroy such material. As used in this subdivision, “all
6 Protected Material” includes all copies, abstracts, compilations,
7 summaries, and any other format reproducing or capturing any of the
8 Protected Material. Whether the Protected Material is returned or
9 destroyed, the Receiving Party must submit a written certification to
10 the Producing Party (and, if not the same person or entity, to the
11 Designating Party) by the 60 day deadline that (1) identifies (by
12 category, where appropriate) all the Protected Material that was
13 returned or destroyed and (2) affirms that the Receiving Party has not
14 retained any copies, abstracts, compilations, summaries or any other
15 format reproducing or capturing any of the Protected Material.
16 Notwithstanding this provision, Counsel is entitled to retain an archival
17 copy of all pleadings, motion papers, trial, deposition, and hearing
18 transcripts, legal memoranda, correspondence, deposition and trial
19 exhibits, expert reports, attorney work product, and consultant and
20 expert work product, even if such materials contain Protected Material.
21 Any such archival copies that contain or constitute Protected Material
22 remain subject to this Protective Order as set forth in Section 4.
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1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished
3 by any and all appropriate measures including, without limitation,
4 contempt proceedings and/or monetary sanctions.
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6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
7

8 DATED: 9/12/2024

/s/ Michael A. Bernet

9 Attorney(s) for Plaintiff(s)
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11 DATED: 9/12/2024

/s/ Stephen M. Lobbin

12 Attorney(s) for Defendant(s)
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16 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**
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18 DATED: September 13, 2024



19 STEPHANIE S. CHRISTENSEN
20 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**,
of _____ **[print
or type full address]**, declare under penalty of perjury that I have
read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central
District of California on _____ **[date]** in the case of
Naked Whey, Inc. v. Naked Warrior Recovery LLC, Case No. 2:24-cv-
00828-RMA-SSC. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject
to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States
District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I
hereby appoint _____ **[print or type
full name]** of _____
_____ **[print or type full address
and telephone number]** as my California agent for service of process
in connection with this action or any proceedings related to
enforcement of this Stipulated Protective Order.

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Date: _____

City and State where sworn and
signed: _____

Printed name: _____

Signature: _____